

***CITY OF FORT LAUDERDALE  
SPECIFICATIONS PACKAGE***

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**502-10654**

**Parking Permits, Decals and Hangtags - Annual  
Contract**



**AnnDebra Diaz**

**954-828-5949**

## Bid 502-10654

### Parking Permits, Decals and Hangtags - Annual Contract

Bid Number            502-10654  
 Bid Title              Parking Permits, Decals and Hangtags - Annual Contract

Bid Start Date        Nov 8, 2010 2:58:48 PM EST  
 Bid End Date         Dec 2, 2010 2:00:00 PM EST  
 Question & Answer    Nov 22, 2010 5:00:00 PM EST  
 End Date

Bid Contact           AnnDebra Diaz  
                              Procurement Specialist II  
                              Procurement  
                              954-828-5949  
                              adiaz@fortlauderdale.gov

Contract Duration    1 year  
 Contract Renewal    3 annual renewals  
 Prices Good for      90 days

Bid Comments        The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide Parking Permit Decals and Hangtags for the City's Parking and Fleet Services Department, in accordance with the terms, conditions, and specifications contained in this Invitation For Bid (ITB).

Quantities shown are estimated annual usages to be ordered throughout the year.

Bidder shall provide firm, fixed PER PIECE pricing.

All deliveries are to be shipped F.O.B. Destination, Freight included.

#### Item Response Form

Item                    502-10654-1-01 - Decals, Removable Mylar  
 Quantity              48000 each  
 Unit Price               
 Permit material offered   
 Permit size offered     
 Delivery time after receipt of PO   
 Delivery Location    City of Fort Lauderdale  
                              Parking and Fleet Services  
                              290 NE 3 Avenue  
                              Fort Lauderdale FL 33301  
                              Qty 48000

#### Description

Removable mylar decal permits per complete specifications contained in this ITB.

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Item	<b>502-10654-1-02 - Hangtags, Polyvinyl</b>
Quantity	<b>1000 each</b>
Unit Price	<input type="text"/>
Permit material offered	<input type="text"/>
Permit size offered	<input type="text"/>
Delivery time after receipt of PO	<input type="text"/>
Delivery Location	<b>City of Fort Lauderdale</b> <u>Parking and Fleet Services</u> 290 NE 3 Avenue Fort Lauderdale FL 33301 <b>Qty 1000</b>

**Description**

Polyvinyl hangtags per complete specifications contained in this ITB.

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Item	<b>502-10654-1-03 - Decals, Static Cling</b>
Quantity	<b>500 each</b>
Unit Price	<input type="text"/>
Permit material offered	<input type="text"/>
Permit size offered	<input type="text"/>
Delivery time after receipt of PO	<input type="text"/>
Delivery Location	<b>City of Fort Lauderdale</b> <u>Parking and Fleet Services</u> 290 NE 3 Avenue Fort Lauderdale FL 33301 <b>Qty 500</b>

**Description**

Static Cling Decals per complete specifications contained in this ITB.

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Item	<b>502-10654-1-04 - Set Up Fees - Orders under 1000 pieces</b>
Quantity	<b>1 each</b>
Unit Price	<input type="text"/>
Delivery Location	<b>City of Fort Lauderdale</b> <u>Parking and Fleet Services</u> 290 NE 3 Avenue Fort Lauderdale FL 33301 <b>Qty 1</b>

**Description**

Bidder shall provide cost for any additional set up fees for orders under 1000 pieces (if applicable).

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Item	<b>502-10654-1-05 - Set Up Fees - Orders of 1000-2500 pieces</b>
Quantity	<b>1 each</b>
Unit Price	<input type="text"/>
Delivery Location	

**City of Fort Lauderdale**Parking and Fleet Services

290 NE 3 Avenue

Fort Lauderdale FL 33301

**Qty 1****Description**

Bidder shall provide cost for any additional set up fees for orders of 1000 - 2500 pieces (if applicable).

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**Item 502-10654-1-06 - Set Up Fees - Orders of 2501 - 6000 pieces****Quantity 1 each****Unit Price****Delivery Location****City of Fort Lauderdale**Parking and Fleet Services

290 NE 3 Avenue

Fort Lauderdale FL 33301

**Qty 1****Description**

Bidder shall provide cost for any additional set up fees for orders of 2501 - 6000 pieces (if applicable).

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**Item 502-10654-1-07 - Set Up Fees - Orders over 6000 pieces****Quantity 1 each****Unit Price****Delivery Location****City of Fort Lauderdale**Parking and Fleet Services

290 NE 3 Avenue

Fort Lauderdale FL 33301

**Qty 1****Description**

Bidder shall provide cost for any additional set up fees for orders over 6000 pieces (if applicable).

**ITB# 502-10654****TITLE: Parking Permits, Decals & Hangtags****PART I - INFORMATION SPECIAL CONDITIONS****01. PURPOSE**

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide Parking Permit Decals and Hangtags for the City's Parking and Fleet Services Department, in accordance with the terms, conditions, and specifications contained in this Invitation For Bid (ITB).

**02. INFORMATION OR CLARIFICATION**

For information concerning procedures for responding to this ITB, technical specifications, etc please utilize the question / answer feature provided by BidSync at [www.bidsync.com](http://www.bidsync.com). Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync site).

Contractors please note: No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation.

It is the sole responsibility of the Contractor to ensure that their bid is submitted electronically through BidSync at [www.bidsync.com](http://www.bidsync.com) or reaches the City of Fort Lauderdale City Hall, Procurement Services Department, 6<sup>th</sup> floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301 in a sealed envelope marked on the outside with the ITB solicitation number, solicitation title and Contractor's name, no later than the time and date specified in this solicitation.

**03. TRANSACTION FEES**

The City of Fort Lauderdale uses BidSync ([www.bidsync.com](http://www.bidsync.com)) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded contractor.

**04. ELIGIBILITY**

To be eligible to respond to this ITB, the proposing firm must demonstrate that they have successfully provided products of a similar project size and scope to those specified in the Scope of Services section of this ITB. Proposer should include as a part of the ITB submittal sufficient documentation, client references and qualifications to support their ability and experience to perform the services contained in this ITB.

**05. PRICING/DELIVERY**

Delivery is required within thirty (30) business days after receipt of purchase order. Failure to meet this delivery date may be deemed as non-responsive.

All deliveries are to be shipped F.O.B. Destination, Freight included.

**06. BID DOCUMENTS**

The Contractor shall examine this bid carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligation under the Contract.

07. AWARD

Award may be by Group or Item, whichever is determined to be in the best interest of the City. Award will be made to the responsive and responsible bidder, quoting the lowest price, for that product/service that will best serve the needs of the City of Fort Lauderdale.

The City reserves the right to award to that bidder who will best serve the interests of the City. The City also reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all bids and to award or not award a contract based on this bid solicitation.

08. GENERAL CONDITIONS

General Conditions Form G-107 Rev. 06/09 (GC) are included and made a part of this ITB.

09. NEWS RELEASES/PUBLICITY

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

10. CONTRACTORS' COSTS

The City shall not be liable for any costs incurred by proposers in responding to this solicitation.

11. RULES AND SUBMITTALS OF BIDS

The signer of the bid must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the bid is made without collusion with any other person(s), company or parties submitting a bid; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the bid has full authority to bind the principal bidder.

12. APPROVED EQUAL OR ALTERNATIVE PRODUCT PROPOSALS

The Technical Specifications contained in this solicitation are to be used as a reference only and are not to be considered of a proprietary nature. These specifications represent a level of quality and features that are desired by the City of Fort Lauderdale. The City is receptive to any product that would be considered by qualified City personnel as an approved equal.

The Contractor must state clearly in their bid pages any variance to the specifications. If proposing an approved equal or alternate product, it will be the Contractor's responsibility to provide adequate information in their proposal to enable the City to ensure that the Contractor meets the required criteria. If adequate information is not submitted with the bid, it may be rejected.

The City of Fort Lauderdale will be the sole judge in determining if the product proposed qualifies as approved equal. The City reserves the right to award to that Contractor which will best serve the interest of the City as determined by the City. The City further reserves the right to waive minor variations to specifications and in the bidding process.

13. CONTRACT PERIOD

The initial contract term shall commence upon date of award by the City and shall expire one year from that date. The City reserves the right to extend the contract for three (3) additional one year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the

Contractor shall continue the service upon the request of the Director of Procurement Services. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

14. **COST ADJUSTMENTS**

Prices quoted shall be firm for the initial contract term (one year). No cost increases shall be accepted in this initial contract term. Please consider this when providing your pricing for this request for proposal.

Thereafter, any extensions which may be approved by the City shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

15. **SERVICE TEST PERIOD**

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

16. **INVOICES/PAYMENT**

Payment terms will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award.

17. **NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES**

While this contract is for services provided to the department referenced in this Invitation For Bid, the City may require similar work for other City departments. Contractor agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Contractor.

Contractor agrees and understands that the contract shall not be construed as an exclusive

arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method, which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

18. DELETION OR MODIFICATION OF SERVICES

The City reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

19. UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

20. PUBLIC ENTITY CRIMES

NOTE: Contractor, by submitting a proposal attests they have not been placed on the convicted vendor list.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

21. CANADIAN COMPANIES

The City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

22. LOBBYING ACTIVITIES

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyistord1009.pdf>.

23. BID TABULATIONS/INTENT TO AWARD

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at: [http://www.fortlauderdale.gov/purchasing/notices\\_of\\_intent.htm](http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm). Tabulations of receipt of those parties responding to a formal solicitation may be found at: <http://www.fortlauderdale.gov/purchasing/bidresults.htm>, or any interested party may call the Procurement Services Department at 954-828-5933.

24. WARRANTIES OF USAGE

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

## PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

### 2.01 SPECIFICATIONS FOR REMOVABLE MYLAR DECAL, HANGTAG, AND STATIC CLING DECAL PARKING PERMITS

The City of Fort Lauderdale is inviting vendors to submit bids for removable Mylar decal, polyvinyl hangtag, and static cling parking permits to be displayed inside the windows of vehicles parked in the city's lots, garages, and/or on-street spaces.

**The contract will be for approximately 48,000 Mylar decal permits, approximately 1,000 hangtag permits, and 500 static cling decal permits annually.**

We are requesting that you provide per piece pricing for each of the following:

- A. Removable Mylar (or equivalent) decal permit: approximately 48,000, example of size and required graphics attached, 4.5" x 3.5", or as close to size as possible.
- B. Polyvinyl hangtag parking permits: approximately 1,000, example of size and required graphics attached, 2.75" x 6", or as close to size as possible.
- C. Static cling decal permits: approximately 500, example of size and required graphics attached, 3.5" x 3", or as close to size as possible.

The City of Fort Lauderdale reserves the right to place quarterly orders of varying quantities of each permit style/type, with anticipated annual order quantities shown above. Each order will be accompanied by a chart (similar to the attached), broken down by month, with columns for: quantity, location (classification), month indicator (1,2, 3, etc), year (expiration date), serial number sequences, and barcodes. The permit number sequence of the prefix, serial number, and suffix are to be in the scannable barcode as well as printed on the permit. Please see sample diagram of permit layout, showing print copy on both front and back of permit. Proofs of each parking permit style/type will be supplied for approval prior to production, either by email or fax. Periodically, the City may place permit orders in small quantities and/or for special events.

**SPECIAL NOTE: South Florida experiences intense sunlight, humidity, and high heat for most of the year. All materials and inks must be able to withstand the intense Florida heat and humidity and be usable on and visible through dark tinted windows.**

**DELIVERY:** Time is of the essence; delivery is preferred within twenty (20) business days, but not later than thirty (30) business days after receipt of the purchase order. Mylar permits shall be delivered in a continuous roll, in poly bagging, and each line item of the attached chart is to be boxed separately - according to the location (classification), type (Mylar or hangtag), and the month of the permit. The decals must be packaged with the lowest number to the outside of the roll so that they may be sold in numeric order.

**COLORS:** Permits will all be the same color for a particular month, but may change from month to month, quarterly, or annually. Please supply actual color samples on the exact material that will be used (must be easily visible through dark tinted vehicle windows and in garages with low light levels).

- INK COLORS:** All copy on the front of the permit is to be in BLACK ink (or OTHER COLOR as requested), with the back of the permit in a lighter color.
- HOLOGRAM:** Hologram is to be positioned in the upper right, circular with the City logo in black on gold-color foil (sailboat silhouette logo provided). Hangtag permits will have the Hologram centrally positioned above all other copy.
- BARCODE:** Alphanumeric barcode to be on lower left corner: prefix and serial number. Language 3 of 9 with human readable numbers.
- NUMBERING:** Numbering at the bottom right to be a six-digit number, in sequential order, starting and ending range numbers to be supplied prior to print.
- PRICING:**
- A. Provide per-piece pricing for approximately 48,000 Mylar or equivalent decal permits to be delivered in a continuous roll, in poly bagging, with each line item of the attached chart to be boxed separately - according to the location (classification) and the month of the permit. The Mylar or equivalent decal permits must be packaged with the lowest number to the outside of the roll so that they may be sold in numeric order. Freight shall be included in per-piece pricing. Separate pricing shall be provided for any additional set up fees charged per order. No overruns.

and

- B. Provide per-piece pricing for approximately 1,000 Polyvinyl hangtag permits to be ordered quarterly and/or as needed. Freight shall be included in per-piece pricing. Separate pricing shall be provided for any additional set up fees charged per order. No overruns.

and

- C. Provide per-piece pricing for 500 static cling decal permits as described in Specifications. Freight shall be included in per-piece pricing. Separate pricing shall be provided for any additional set up fees charged per order. No overruns.

Due to the nature of our business and potential City Commission action, Parking Services' permit programs are subject to change and may require additional locations to be added or other locations to be deleted during the term of the contract. Pricing shall be flat-rate and per-piece (separate pricing for Mylar or equivalent, hangtag, and static cling decals), regardless of the number of permits ordered on any one order or for any one location. Parking Services will be mindful of production costs and will attempt to minimize small runs to the extent possible.

- JOB SCOPE:** It is the Bidder's responsibility to become fully informed as to the nature and extent of the work required and to understand the environment in which these permits will be used. The Bidder, by virtue of submitting a contract proposal, certifies that he understands the scope of this ITB and the requirements of the permits to be supplied.

**PERMIT SPECIFICATIONS****MYLAR DECALS:**

"Removable Mylar", minimum 2 mil thickness (or equivalent) with a clear see-through liner (to be placed on the inside of vehicle window, printed side facing out) must be of sufficient quality to be removed and reapplied by customers as they move the decals between and among their vehicles. The peel-off permit backing is to be printed with instructions for the use of the permit and will be provided with the initial order. (NOTE: Some types of permits have instructions that require placing the permit inside the front windshield and some types will be printed with instructions that require displaying the permit inside the rear window). Include hologram, scannable barcode, and serial numbering (according to specs provided). Mylar or equivalent material MUST be safe to use without leaving adhesive residue or otherwise damaging interior vehicle windows (including window tint and window defoggers).

**SIZE:** Approximately 4.5" x 3.5", or as close to size as possible.

**HANGTAG (regular):**

Polyvinyl, minimum 23 gauge thickness (or equivalent) include hologram, scannable barcode, and serial numbering (according to specs provided).

**SIZE:** Approximately 2.75" x 6", or as close to size as possible

**STATIC CLING DECALS:**

Static cling, minimum 8 mil thickness (or equivalent) removable and repositionable material with a clear see-through liner (to be placed on the inside of vehicle window, printed side facing out) and must be of sufficient quality to be removed and reapplied by customers as they move the decals between and among their vehicles numerous times. The peel-off permit backing is to be printed with instructions for the use of the permit and will be provided with the initial order. NOTE: Some types of permits have instructions that require placing the permit inside the front windshield and some types will be printed with instructions that require displaying the permit inside the rear window. Include hologram, scannable barcode, and serial numbering (according to specs provided). Static Cling material MUST be safe to use without leaving adhesive residue or otherwise damaging interior vehicle windows (including window tint and window defoggers).

These annual permits will all have the same graphics with City logo hologram and serial numbering but there will be up to 5 different 'location' indicators (i.e. large letter "A" or "D" or "M" in place of the 'month' indicator shown in the sample).

**SIZE:** Approximately 3.5" x 3", or as close to size as possible

CITY OF FORT LAUDERDALE  
ANNUAL PERMITS

QTY	CLASSIFICATION	Month	EXP. DATE	Start #	-	End #	Prefix	Start #	-	End #
<b>DECAL</b>	<b>(RED)</b>									
<b>INSTRUCTIONS: FRONT OF VEHICLE</b>										
				Sequential #			Barcode			
5	COOLEY'S LANDING	ANN	10/08-09/09	000001	-	000005	09CYLR	000001	-	000005
5	GEORGE ENGLISH RAMPS	ANN	10/08-09/09	000006	-	000010	09GEYR	000006	-	000010
5	DISTRICT III RESIDENT	OCT-MAR	2009	000011	-	000015	09DIS3	000011	-	000015
5	DISTRICT III RESIDENT	APR-SEPT	2009	000016	-	000020	09DIS3	000016	-	000020
15	15TH STREET BOAT RAMP15TH STREET BOAT RAMP	ANN	10/08-09/09	000021	-	000035	0915YR	000021	-	000035
14	H LOT	ANN	10/08-09/09	000036	-	000049	09HLOT	000036	-	000049
9	SE 2ND COURT	ANN	10/08-09/09	000050	-	000058	09SE2C	000050	-	000058
10	P LOT	ANN	10/08-09/09	000059	-	000068	09PLOT	000059	-	000068
10	E LOT RESIDENT	ANN	10/08-09/09	000069	-	000078	09ELRS	000069	-	000078
5	CROSSROADS	ANN	10/08-09/09	000079	-	000083	09CRRA	000079	-	000083
6	BEACH COMMUNITY CTR	ANN	10/08-09/09	000084	-	000089	09BCH	000084	-	000089
20	BRIDGESIDE	OCT-MAR	2009	000090	-	000109	09BGSD	000090	-	000109
20	BRIDGESIDE	APR-SEPT	2009	000110	-	000129	09BGSD	000110	-	000129
92	A&S	ANN	10/08-09/09	000001	-	000092	09ASAA	000001	-	000092
<b>HANGTAG</b>	<b>(dark blue)</b>									
100	WATERWORKS 2011	ANN	2009	00201		000300	09water	000201		000300

City of Ft. Lauderdale July, 09

Sequential #										Barcode									
CLASSIFICATION	Month	EXP. DATE	Start #	-	End #	Prefix	Start #	-	End #										

UCTIONS: BACK (RED COLOR)

BRIDGESIDE	07	2009	002881	-	003120	09BGSD	002881	-	003120	240	BRIDGESIDE	08	2009	03121	-	003360	09BGSD	003121	-	003360
CITY PARK GARAGE	07	2009	020501	-	022300	09PG24	020501	-	022300	1700	CITY PARK GARAGE	08	2009	22301	-	24000	09PG24	022301	-	024000
CPG MALL TENANT 1E/D	07	2009	000133	-	000143	09CPG1	000133	-	000143	11	CPG MALL TENANT 1E/D	08	2009	00144	-	00154	09CPG1	000144	-	000154
CPG MALL TENANT 2E	07	2009	000133	-	000143	09CPG2	000133	-	000143	11	CPG MALL TENANT 2E	08	2009	00144	-	00154	09CPG2	000144	-	000154

UCTIONS: FRONT (RED COLOR)

A & S GARAGE	07	2009	001001	-	001100	09ASGA	001001	-	001100	100	A & S GARAGE	08	2009	01101	-	01200	09ASGA	001101	-	001200
ANDREWS AVENUE	07	2009	000031	-	000033	09SA13	000031	-	000033	3	ANDREWS AVENUE	08	2009	00034	-	00036	09SA13	000034	-	000036
CROSSROADS	07	2009	000201	-	000220	09CRRD	000201	-	000220	20	CROSSROADS	08	2009	00221	-	00240	09CRRD	000221	-	000240
E-Lot Residents	07	2009	000751	-	000825	09ELRS	000751	-	000825	75	E-Lot Residents	08	2009	00826	-	00900	09ELRS	000826	-	000900
E-Lot - PM	07	2009	000201	-	000220	09ELPM	000201	-	000220	20	E-Lot - PM	08	2009	00221	-	00240	09ELPM	000221	-	000240
E-Lot - AB	07	2009	000501	-	000550	09ELAB	000501	-	000550	50	E-Lot - AB	08	2009	00551	-	00600	09ELAB	000551	-	000600
E-Lot - AM	07	2009	002001	-	002200	09ELAM	002001	-	002200	200	E-Lot - AM	08	2009	02201	-	02400	09ELAM	002201	-	002400
E CLAY SHAW - EAST	07	2009	000101	-	000110	09CLAE	000101	-	000110	10	E CLAY SHAW - EAST	08	2009	00111	-	00120	09CLAE	000111	-	000120
E CLAY SHAW - WEST	07	2009	000101	-	000110	09CLAW	000101	-	000110	10	E CLAY SHAW - WEST	08	2009	00111	-	00120	09CLAW	000111	-	000120
GEO. ENGLISH	07	2009	000301	-	000330	09GENG	000301	-	000330	30	GEO. ENGLISH	08	2009	00331	-	00360	09GENG	000331	-	000360
G LOT GALT OCEAN DR	07	2009	000501	-	000550	09GALT	000501	-	000550	50	G LOT GALT OCEAN DR	08	2009	00551	-	00600	09GALT	000551	-	000600
NORTH GALT	07	2009	001351	-	001485	09NGAL	001351	-	001485	135	NORTH GALT	08	2009	01486	-	01620	09NGAL	001486	-	001620
ONE STOP SHOP	07	2009	000501	-	000550	09OSSL	000501	-	000550	50	ONE STOP SHOP	08	2009	00551	-	00600	09OSSL	000551	-	000600
N LOT	07	2009	000071	-	000077	09NLOT	000071	-	000077	7	N LOT	08	2009	00078	-	00084	09NLOT	000078	-	000084
N LOT RESIDENT	07	2009	000041	-	000044	09NRES	000041	-	000044	4	N LOT RESIDENT	08	2009	00045	-	00048	09NRES	000045	-	000048
P LOT	07	2009	000041	-	000044	09NRPM	000041	-	000044	4	P LOT	08	2009	00045	-	00048	09NRPM	000045	-	000048
R LOT	07	2009	000201	-	000220	09RLOT	000201	-	000220	20	R LOT	08	2009	00221	-	00240	09RLOT	000221	-	000240
S BEACH LOT	07	2009	001001	-	001100	09SBCH	001001	-	001100	100	S BEACH LOT	08	2009	01101	-	01200	09SBCH	001101	-	001200
SE 2ND COURT	07	2009	000261	-	000286	09SE2C	000261	-	000286	26	SE 2ND COURT	08	2009	00287	-	00312	09SE2C	000287	-	000312
NE 25TH AVENUE	07	2009	000061	-	000066	09NE25	000061	-	000066	6	NE 25TH AVENUE	08	2009	00067	-	00072	09NE25	000067	-	000072
SW 13TH STREET	07	2009	000301	-	000330	09SW13	000301	-	000330	30	SW 13TH STREET	08	2009	00331	-	00360	09SW13	000331	-	000360
TUNNEL	07	2009	000161	-	000176	09TUNL	000161	-	000176	16	TUNNEL	08	2009	00177	-	00192	09TUNL	000177	-	000192
V LOT	07	2009	000121	-	000132	09VLOT	000121	-	000132	12	V LOT	08	2009	00133	-	00144	09VLOT	000133	-	000144

ICTIONS: FRONT (RED COLOR)

2PM -2AM									
E CLAY SHAW EAST (2PM - 2AM)	07	2009	000352	-	000381	09CLAP	000352	-	000381
8AM -5PM									
E CLAY SHAW EAST (8AM - 5PM)	07	2009	000101	-	000110	09CLAA	000101	-	000110

City of Ft. Lauderdale August 09

Sequential #															Barcode				
QTY	CLASSIFICATION	Month	EXP. DATE	Range Begin	-	Range End	Prefix	Start #	-	End #									

INSTRUCTIONS: BACK

240	BRIDGESIDE	08	2009	03121	-	03360	09BGSD	003121	-	003360
1700	CITY PARK GARAGE	08	2009	22301	-	24000	09PG24	022301	-	024000
11	CPG MALL TENANT 1E/D	08	2009	00144	-	00154	09CPG1	000144	-	000154
11	CPG MALL TENANT 2E	08	2009	00144	-	00154	09CPG2	000144	-	000154

1962

INSTRUCTIONS: FRONT

100	A & S GARAGE	08	2009	01101	-	01200	09ASGA	001101	-	001200
3	ANDREWS AVENUE	08	2009	00034	-	00036	09SA13	000034	-	000036
20	CROSSROADS	08	2009	00221	-	00240	09CRRD	000221	-	000240
75	E-Lot Residents	08	2009	00826	-	00900	09ELRS	000826	-	000900
20	E-Lot - PM	08	2009	00221	-	00240	09ELPM	000221	-	000240
50	E-Lot - AB	08	2009	00551	-	00600	09ELAB	000551	-	000600
200	E-Lot - AM	08	2009	02201	-	02400	09ELAM	002201	-	002400
10	E CLAY SHAW - EAST	08	2009	00111	-	00120	09CLAE	000111	-	000120
10	E CLAY SHAW - WEST	08	2009	00111	-	00120	09CLAW	000111	-	000120
30	GEO. ENGLISH	08	2009	00331	-	00360	09GENG	000331	-	000360
50	G LOT GALT OCEAN DR	08	2009	00551	-	00600	09GALT	000551	-	000600
135	NORTH GALT	08	2009	01486	-	01620	09NGAL	001486	-	001620
50	ONE STOP SHOP	08	2009	00551	-	00600	09OSSL	000551	-	000600
7	N LOT	08	2009	00078	-	00084	09NLOT	000078	-	000084
4	N LOT RESIDENT	08	2009	00045	-	00048	09NRES	000045	-	000048
4	P LOT	08	2009	00045	-	00048	09NRPM	000045	-	000048
20	R LOT	08	2009	00221	-	00240	09RLOT	000221	-	000240
100	S BEACH LOT	08	2009	01101	-	01200	09SBCH	001101	-	001200
26	SE 2ND COURT	08	2009	00287	-	00312	09SE2C	000287	-	000312
6	NE 25TH AVENUE	08	2009	00067	-	00072	09NE25	000067	-	000072
30	SW 13TH STREET	08	2009	00331	-	00360	09SW13	000331	-	000360
16	TUNNEL	08	2009	00177	-	00192	09TUNL	000177	-	000192
12	V LOT	08	2009	00133	-	00144	09VLOT	000133	-	000144

978

2940

30	E CLAY SHAW EAST (2PM - 2AM)	08	2009	00382	-	00411	09CLAP	000382	-	000411
10	E CLAY SHAW EAST (8AM - 5PM)	08	2009	00111	-	00120	09CLAA	000111	-	000120

City of Ft. Lauderdale Sept. 09

Sequential #							Barcode			
QTY	CLASSIFICATION	Month	EXP. DATE	Start #	-	End #	Prefix	Start #	-	End #

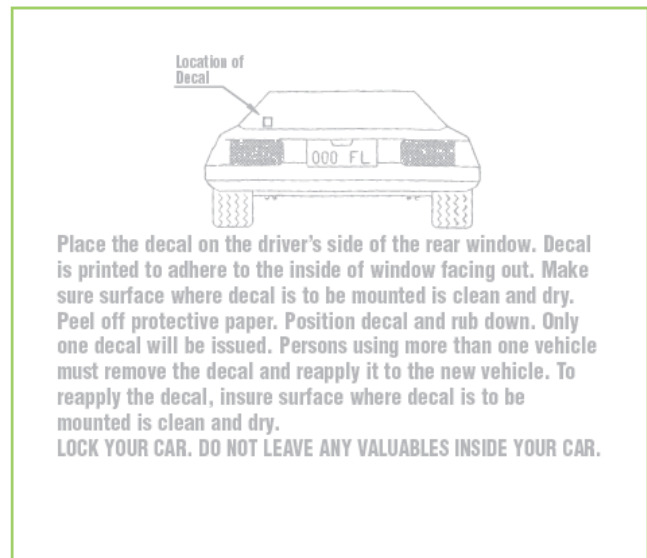
INSTRUCTIONS: BACK

240	BRIDGESIDE	09	2009	03361	-	03600	09BGSD	003361	-	003600
1700	CITY PARK GARAGE	09	2009	24001	-	25700	09PG24	024001	-	025700
11	CPG MALL TENANT 1E/D	09	2009	00155	-	00165	09CPG1	000155	-	000165
11	CPG MALL TENANT 2E	09	2009	00155	-	00165	09CPG2	000155	-	000165

1962

INSTRUCTIONS: FRONT

100	A & S GARAGE	09	2009	01201	-	01300	09ASGA	001201	-	001300
3	ANDREWS AVENUE	09	2009	00037	-	00039	09SA13	000037	-	000039
20	CROSSROADS	09	2009	00241	-	00260	09CRRD	000241	-	000260
75	E-Lot Residents	09	2009	00901	-	00975	09ELRS	000901	-	000975
20	E-Lot - PM	09	2009	00241	-	00260	09ELPM	000241	-	000260
50	E-Lot - AB	09	2009	00601	-	00650	09ELAB	000601	-	000650
200	E-Lot - AM	09	2009	02401	-	02600	09ELAM	002401	-	002600
10	E CLAY SHAW - EAST	09	2009	00121	-	00130	09CLAE	000121	-	000130
10	E CLAY SHAW - WEST	09	2009	00121	-	00130	09CLAW	000121	-	000130
30	GEO. ENGLISH	09	2009	00361	-	00390	09GENG	000361	-	000390
50	G LOT GALT OCEAN DR	09	2009	00601	-	00650	09GALT	000601	-	000650
135	NORTH GALT	09	2009	01621	-	01755	09NGAL	011621	-	01755
50	ONE STOP SHOP	09	2009	00601	-	00650	09OSSL	000601	-	000650
7	N LOT	09	2009	00085	-	00091	09NLOT	000085	-	000091
4	N LOT RESIDENT	09	2009	00049	-	00052	09NRES	000049	-	000052
4	P LOT	09	2009	00049	-	00052	09NRPMP	000049	-	000052
20	R LOT	09	2009	00241	-	00260	09RLOT	000241	-	000260
100	S BEACH LOT	09	2009	01201	-	01300	09SBCH	001201	-	001300
26	SE 2ND COURT	09	2009	00313	-	00338	09SE2C	000313	-	000338
6	NE 25TH AVENUE	09	2009	00073	-	00078	09NE25	000073	-	000078
30	SW 13TH STREET	09	2009	00361	-	00390	09SW13	000361	-	000390
16	TUNNEL	09	2009	00193	-	00208	09TUNL	000193	-	000208
12	V LOT	09	2009	00145	-	00156	09VLOT	000145	-	000156



# PARKING PERMIT

**M**



**001**



- R-04 Yellow or per specs
- R-37 Dk Blue
- Black
- Hologram
- Die line will not print



The colors on this proof are for representational purposes only.

**City of Fort Lauderdale  
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Department. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

**PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:**

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.  
  
By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.07 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including

Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

#### 1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

#### Part II DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
- INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
- REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
- BID – a price and terms quote received in response to an ITB.
- PROPOSAL – a proposal received in response to an RFP.
- BIDDER – Person or firm submitting a Bid.
- PROPOSER – Person or firm submitting a Proposal.
- RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
- RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
- FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
- SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
- CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
- CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
- CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
- The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

#### PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's

needs as they arise.

- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Department immediately. Such notification must be received by the Procurement Services Department prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order or cashiers check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., the Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.
- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the

following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

#### **PART IV BONDS AND INSURANCE**

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Department original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

#### **PART V PURCHASE ORDER AND CONTRACT TERMS:**

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
  - All City Departments being advised to refrain from doing business with the Bidder.
  - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as

authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
  2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
  3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

Questionnaire

Please print or type:

1. Provide three references for which you have performed similar services.

Company Name:   
Address:   
Contact Name:   
Telephone:

Company Name:   
Address:   
Contact Name:   
Telephone:

Company Name:   
Address:   
Contact Name:   
Telephone:

2. Number of years experience the proposer has had in providing similar services:

Years

3. Have you ever failed to complete work awarded to you? If so, where and why?

4. List appropriate licenses as issued by Broward County.

5. Briefly describe the number of employees and supervisors available for this contract and the firm's ability to secure subcontractors, if necessary.

6. Briefly describe your firm's financial status and provide proof of adequate line of credit or other financial assets to access funds for construction of multiple projects during the same time period.



The proposer understands that the information contained in these proposal pages is to be relied upon by the City in awarding the proposed contract, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the proposer, as may be required by the City.

Please review the questionnaire to make sure all questions have been answered. Attach additional sheets if necessary. Failure to answer each question could result in the disqualification of your bid.

**NON-COLLUSION STATEMENT:**

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

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3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

**Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.**

<b><u>NAME</u></b>	<b><u>RELATIONSHIPS</u></b>
-	
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
	<input type="text"/>
	<input type="text"/>

**In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.**

**BID/PROPOSAL SIGNATURE PAGE**

**How to submit bids/proposals:** It is preferred that bids/proposals be submitted electronically at [www.bidsync.com](http://www.bidsync.com), unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Department, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

**Please Note:** If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.

Submitted by:   
(signature) (date)

Name (printed):  Title:

Company: (Legal Registration)

**CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/>).**

Address:

City:  State:

Zip:

Telephone No.  FAX No.

Email:

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions):

Payment Terms (section 1.03):

Total Bid Discount (section 1.04):

Does your firm qualify for MBE or WBE status (section 1.08): MBE ☐ WBE ☐

**ADDENDUM ACKNOWLEDGEMENT** - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.

Date Issued



**VARIANCES:** State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. **HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.** If this section does not apply to your bid, simply mark N/A in the section below.

Variances:  
revised 3-23-10

	
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## Question and Answers for Bid #502-10654 - Parking Permits, Decals and Hangtags - Annual Contract

### OVERALL BID QUESTIONS

#### Question 1

In order to give you pricing for items 4 through 7 "setup fees", please tell us which product/item these relate to.  
(Submitted: Nov 12, 2010 11:20:16 AM EST)

#### Answer

- These would relate to all products (if applicable) (Answered: Nov 15, 2010 8:09:18 AM EST)